

A. G. Contract No. KR91-0642-TRD
ECS File: JPA 91-40
PHOENIX File: **60411**
Project: RAM-600-5-509/H 0860 01C
Section: East Papago Freeway
(SR 202L)/Section 3A
48th St.- Priest Dr.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 13 November, 1991, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council (the "City").

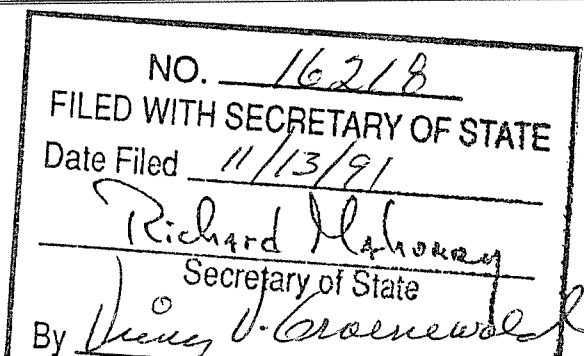
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Chapter 2, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the States construction of Section 3A of East Papago Freeway (SR 202L) in the vicinity of Van Buren Street, as shown on Exhibit "A", attached hereto and made a part hereof, the City has requested, and the State has agreed, to construct approximately eight hundred lineal feet (800 lf) of eight foot (8') wide sidewalk and approximately one thousand eight hundred eighty lineal feet (1880 lf) of three foot (3') wide sidewalk, at an estimated cost of \$14,900.00, all at City expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide design plans, specifications and such other documents required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Obtain the concurrence of the City on any contractor modification(s).

c. With respect to the construction of SR 202L, be responsible for any contractor claims for extra compensation attributable to State.

d. Upon execution of this agreement, invoice the City for the cost of the Project, an amount estimated at \$14,900.00, as shown on Exhibit "B", attached hereto and made a part hereof.

e. Upon completion, approve and accept the Project on behalf of the parties hereto and provide the City with a detailed accounting along with a final invoice or reimbursement.

2. The City will:

a. Review design documents and provide comments. Be responsible for actual cost of the Project and reimburse the State within thirty (30) days after receipt and approval of the invoice, in an amount estimated at \$14,900.00, as shown on Exhibit "B".

b. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Upon completion and acceptance by the State, provide maintenance to the Project, as provided for in the Master Maintenance Agreement, JPA 90-19, attached hereto by reference.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E, M.D. 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Director
125 East Washington Street
Phoenix, AZ 85004

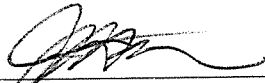
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation; FRANK FAIRBANKS,
City Manager

STATE OF ARIZONA
Department of Transportation

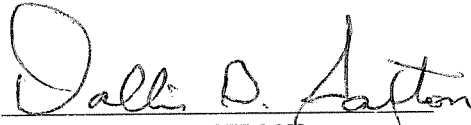
By



JAMES H. MATTESON, P.E.

Street Transportation Director

By

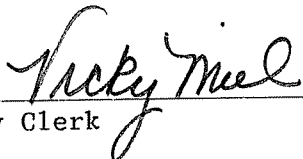


ROBERT P. MICKELSON

for Deputy State Engineer

Attest:

By:



City Clerk

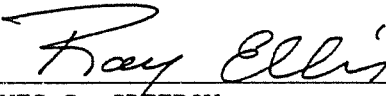
3624j
20JUN91

JPA 91-40

RESOLUTION

BE IT RESOLVED on this 2nd day of April 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for the design and construction of sidewalk improvements to Section 3A of SR-202L at Van Buren Street.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

1203j/2

EXHIBIT "B"

Agreement JPA 91-40

The following tabulation presents the revised sidewalk quantities that will be the responsibility of the City of Phoenix at the Van Buren Street/East Papago crossing in Section 3A.

Item 9080242 (Concrete Sidewalk) = 9640 SF @ 1.20/SF	=	\$11,568.00
Item 9080295 (Sidewald Ramp) = 510 SF @ 1.50/SF	=	765.00
Item 9080301 (Conc. Driveway) = 948 SF @ 2.65/SF	=	<u>2,512.00</u>
<i>TOTAL</i>		\$14,845.00

JPA 91-40

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 11 day of July, 1991.


ACTING City Attorney

1979j

GREEN — CITY CLERK
 WHITE — CITY ATTORNEY
 BLUE — CITY MANAGER
 PINK — ACCOUNTS NOTIFICATION
 CANARY — DEPARTMENT NOTIFICATION
 BUFF — DEPARTMENT FILE COPY

1991 SEP 10 PM 2:15

CITY OF PHOENIX, ARIZONA

REO:pm(D) 9/18

CITY REQUEST FOR COUNCIL ACTION

ALL RCA'S MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P. 1.906

1. To the City Manager:

DATE August 26 19 91

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION.

AGREEMENT WITH THE STATE OF ARIZONA
 EAST PAPAGO FREEWAY: 48TH STREET TO PRIEST DRIVE
 (Council District 6 & 8)

This request authorizes the City Manager to sign an agreement with the State of Arizona through it's Department of Transportation (ADOT) to construct improvements to the East Papago Freeway in the vicinity of Van Buren Street.

The City has requested that ADOT construct approximately eight hundred (800) lineal feet of eight foot wide sidewalk and approximately one thousand eight hundred eighty (1880) lineal feet of three foot wide sidewalk at an estimated cost of \$14,900.

ADOT will design and construct the sidewalks. The City will pay ADOT an estimated amount of \$14,900 for the improvements.

2. Bid Bond (Surety) Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3. Bond submitted by low bidder? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		4. Performance Bond (Surety) Required? \$ <u>No</u>							
5. SOURCE OF FUNDS: <table border="1"> <thead> <tr> <th>INDEX CODE</th> <th>SUBJECT</th> <th>PROJECT</th> </tr> </thead> <tbody> <tr> <td>9, 1, 3, 3, 2, 7</td> <td>4, 7, 0, 2</td> <td></td> </tr> </tbody> </table> \$ <u>14,900</u> <input type="checkbox"/> BUDGETED <input type="checkbox"/> SUPPLEMENTAL <input type="checkbox"/> CONTINGENCY				INDEX CODE	SUBJECT	PROJECT	9, 1, 3, 3, 2, 7	4, 7, 0, 2		12. Recommended by: Department/ Function: <u>Street Transportation/Freeway</u> Division Head Signature: <u>[Signature]</u> Department Head Signature: <u>[Signature]</u> Street Transportation Director	
INDEX CODE	SUBJECT	PROJECT									
9, 1, 3, 3, 2, 7	4, 7, 0, 2										
6. Emergency Clause? <input type="checkbox"/> YES <input type="checkbox"/> NO IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT: <input type="checkbox"/> CONTINUE ONE WEEK <input type="checkbox"/> ADOPT WITHOUT EMERGENCY CLAUSE		7. Requested by: Phone # <u>R. Bortfeld 55817</u> 8. WP Document #: 9. Desired Agenda Date:		13. Approved as to availability of funds: <u>[Signature]</u> MANAGEMENT & BUDGET DIRECTOR							
10. Formal contract required? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous contract # _____		11. Requisition #:		14. Approved: <u>[Signature]</u> Deputy CITY MANAGER							
15. Council action taken: Formal action: APPROVED RESOLUTION NO. _____ ORDINANCE NO. _____ DATE <u>9/18/91</u> CONTRACT NO. <u>60411</u> <u>(5564)</u> <u>F-2766/3375</u> CITY CLERK'S FILE NO											



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert R. Corbin~~

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-0642TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of November, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

TO ACCOMPANY ADDENDUM NO. 3

